

STATE OF ARIZONA
Department of Health Services
NOTICE OF REQUEST FOR PROPOSALS

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER:

HP654150

SOLICITATION DUE
DATE/TIME:

March 31, 2006; at 3:00 P. M. MST

SUBMITTAL LOCATION:

Arizona Department of Health Services
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007

DESCRIPTION:

SERVICES TO PROMOTE IMMUNIZATION EFFORTS TO PARENTS OF
CHILDREN, TO ADULTS, TO HEALTH CARE PROFESSIONALS AND OTHER
ORGANIZATIONS.

PRE-OFFER CONFERENCE:

March 15, 2006

1:00 PM

1740 West Adams
Phoenix, AZ., RM 309

Date

Time

Location

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Health Services on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation number and the offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this solicitation.

With 72 hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation Contact Person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Richard L. Porter

Name

(602) 542-1040
porterrl@azdhs.gov

Telephone Number

Procurement Administrator

Date

DRAFT 12/28/06

<p style="text-align: center;">UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO. HP654150</p>

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

- 1 *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.
- 3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 4 *"Contractor"* means any person who has a Contract with the State.
- 5 *"Days"* means calendar days unless otherwise specified.
- 6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 7 *"Offer"* means bid, proposal or quotation.
- 8 *"Offeror"* means a vendor who responds to a Solicitation.
- 9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 10 *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 11 *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- 12 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 13 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

- 1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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- 4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 5 No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 8 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.

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7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibilities of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

1. Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

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- 2 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3 Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice, which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4 Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

- 1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 2 Prompt Payment Discount: Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 3 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 4 Disqualification. A Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5 Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 6.1 Waive any minor informality;
 - 6.2 Reject any and all Offers or portions thereof; or
 - 6.3 Cancel the Solicitation.

F. Award

- 1 Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

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- 3 Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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1 Pre-Offer Conference:

Prospective offerors are invited to attend a pre-proposal conference. The date, time and location of this conference are indicated on the solicitation cover sheet. The purpose of this conference will be to clarify the contents of this request for proposals in order to prevent any misunderstanding of the Department's position. Any doubt as to the requirements of this request for proposals or any apparent omission or discrepancy should be presented to the Department at this conference. The Department will then determine the appropriate action necessary, if any, and may issue a written amendment to the request for proposals. Oral statements or instructions shall not constitute an amendment to this request for proposals.

2 Offer Acceptance (120 DAYS):

In order to allow for an adequate evaluation, the Department requires an offer in response to this solicitation to be valid and irrevocable for one hundred twenty (120) days after the opening time and date.

3 Proposal Format:

One (1) original and three (3) copies of each proposal shall be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "ORIGINAL". The material should be in sequence and related to the RFP. Each Proposal shall be submitted in a binder and shall include table of contents and tabs for each response section. The Department will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:

3.1 Signed and dated Offer and Acceptance page, signed by the authorized signatory

3.2 Signed and dated Solicitation amendments if applicable, signed by the authorized signatory

3.4 Experience, Expertise and Capability:

3.4.1 Previous or Current Experience. A summary of the offeror's experience, expertise and capability as it relates to the services that the Offeror is bidding on. Offerors shall provide background information regarding past or current services/programs the Offeror has provided that involve activities similar to those listed in the Scope of Work.

3.4.2 Resumes. Offerors shall submit resumes or job descriptions for its key persons. Key persons are those individuals who will have the primary responsibility for overseeing the delivery of the services or managing the program and/or who will be the principle person assigned to liaison with Arizona Department of Health Services/Arizona Immunization Office (ADHS/AIPO). If any part of the offerors work on any contract awarded pursuant to this RFP is to be performed by subcontractors or consultants, the offeror shall identify such parties and describe their functions, as well as the contractual agreements with said parties. The Offeror shall submit resumes for subcontractors or consultants.

3.4.3 References. Offerors shall submit names and telephone numbers of prior or current customers who have received similar services from the offeror. The references shall include dates and brief descriptions of services provided. At least three (3) references must be submitted.

3.4.4 Additional Information. Offeror may submit any other pertinent information which would substantiate the offeror has the experience, expertise and capability to provide the required services (e.g., member educational materials, training curriculum)

3.4.5 Personnel. A lead agency and individual with overall responsibility for carrying out the project and possessing the required qualifications must be identified. The offeror shall staff the project with a Project Coordinator who will be the "contact person", authorized to interact with the State and ensure that the project schedules and deliverables

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are being met. The Project Coordinator **shall have a minimum of three (3) years of project management or administration experience (experience in pediatric immunizations preferred).**

- A. The offeror shall define specific responsibilities of staff.
- B. The personnel assigned to the project by the Contractor shall possess the education and experience appropriate to the requirements of the positions to which they are assigned. Persons involved shall have knowledge of basic public health concepts, knowledge of immunization best practices, as well as expertise at engaging health care professionals and organizations to reach an objective.
- C. The offeror shall comply with all rules and regulations as set forth in the Arizona State Standards of Conduct A.R.S. § 41-770.

3.4.6 Demonstrated Experience. The offeror must provide documentation including the following:

- A. Demonstrated ability to engage statewide partners for promotion of immunization improvement strategies for children, adolescents and adults.
- B. Demonstrated ability to organize conferences and event for 100 to 200 participants.
- C. Demonstrated ability to develop, administer, and analyze a survey to approximately 1,000 survey recipients.
- D. Demonstrated ability to develop and implement performance improvement projects and quality improvement projects.
- E. Demonstrated ability to develop and implement plans with obtainable performance measures.

3.5 Method of approach for Scope of Work

3.5.1 Written Narratives: The offeror shall prepare and submit a written narrative describing how the offeror will provide the service for which they are submitting an offer. This should include a description of staff organization and staff resources, location of services, targeted population and number to be served, method of service delivery, expected outcomes and timelines for completing tasks (not to exceed 10 pages).

3.6 Price Sheet/Fee Schedule, completed for service for which an offer is being submitted. Pricing structure or pricing methodology to be used

The AIPO is permitting the use of a cost reimbursement pricing structure. The offeror shall comply with the following requirements:

- A. The cost reimbursement pricing structure reflects a purchase arrangement in which the state pays the provider for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum obligation.
- B. Complete the price sheet/fee schedule (page 30) after completing the budget spreadsheet.

4 Proposal Opening:

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will NOT be read. Proposals will not be subject to public inspection until after contract awards.

5 Evaluation Criteria:

In accordance with the A.R.S. § 41-2534, competitive sealed proposals, awards shall be made to the responsive and responsible offeror whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

- 5.1. Experience, Expertise and Capability in providing similar services
- 5.2. Method of approach for providing services

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- 5.3. Cost
- 5.4. Conformance to the RFP requirements

6 SUBMISSION OF PROPOSALS:

Proposal packages should be organized and submitted in the following sequence:

- 6.1 Signed Offer and Acceptance Document;
- 6.2 Signed Solicitation Amendments, if applicable;
- 6.3 Method of Approach for Scope of Services (Refer to 3.5.1);
- 6.4 Experience, Expertise and Reliability (Refer to 3.4.1 through 3.4.4)
- 6.5 Completed Price Sheet/Fee Schedule;
- 6.6 Uniform Terms and Conditions, One (1) copy only with Original Proposal;
- 6.7 Special Terms and Conditions, One (1) copy only with Original Proposal.

7 Discussions:

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the Department reserves the option to conduct discussions with those offerors who submit proposals determined by the Department to be reasonably susceptible of being selected for award regarding the contract and the relative methods of approach for furnishing the required service.

8. Confidential Information:

- 8.1 If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- 8.2 The information identified by the person as confidential shall not be disclosed until the director makes a written determination.
- 8.3 The director shall review the statement and information and shall determine in writing whether the information shall be withheld.
- 8.4 If the director determines to disclose the information, the director shall inform the bidder in writing of such determination.

9. Federal Immigration and Nationality Act:

By submission of the offer, the offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion, require evidence of compliance. The offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

10. Geographic Coverage of Service:

The offeror shall submit a proposal to provide services throughout the state of Arizona. The Arizona Immunization Program Office (AIPO) has provided attachment #1, which displays the number of Vaccines For Children (VFC) provider sites in each geographical area. The number of providers will fluctuate each year.

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11. Probable funding amounts, source, and period of available Federal funds from Federal Immunization Grant:

FY 2006*	\$ 200,000
FY 2007*	\$ 200,000
FY 2008*	\$ 200,000
FY 2009*	\$ 200,000
FY 2010*	\$ 200,000

*Pending availability of federal funds and award.

12. Budget Development Guidelines:

Administrative

- A. The offeror shall develop 12-month budget requirements based on clearly identified cost and workload estimates. Budget must indicate the funding source(s) for each deliverable, and the budget must be submitted for each task and sub-task. The organization must identify non-federal funds for some deliverables. Complete the price sheet/fee schedule (page 30) after completing the budget spreadsheet.

13. Budget Template:

(See Attachment #2 for Budget Development guidelines)

**UNIFORM TERMS AND CONDITIONS
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DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
2. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *“Contractor”* means any person who has a Contract with the State.
5. *“Days”* means calendar days unless otherwise specified.
6. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
8. *“Materials”* means all property including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
9. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
11. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
12. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

B. Contract Interpretation

1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - a. Special Terms and Conditions;
 - b. Uniform Terms and Conditions;
 - c. Statement or Scope of Work;
 - d. Specifications;
 - e. Attachments;
 - f. Exhibits;
 - g. Documents referenced or included in the Solicitation.
4. Relationships of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

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6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

C. Contract administration and operation

1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offeror and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
6. Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State or Arizona requesting the issuance of this contract

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D. Costs and Payments

1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.
3. Applicable Taxes
 - a. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - b. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - c. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - d. IRS W9 Form. In order to receive payment, the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
4. Availability of funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State fiscal year until funds are made available for performance of this Contract.
5. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - a. Accept a decrease in price offered by the contractor.
 - b. Cancel the Contract.
 - c. Cancel the contract and re-solicit the requirements.

E. Contract changes

1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed the Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractors' proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

F. Risks and Liability

1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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2. Indemnification

a. Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

b. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

3. Indemnification-Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S.§41-621 and §35-154, this section shall not apply.

4. Force Majeure

a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

b. Force Majeure shall not include the following occurrences:

- 1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 2) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 3) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

a. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

b. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

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G. Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - a. Of a quality to pass without objection in the trade under the Contract description;
 - b. Fit for the intended purposes for which the materials are used;
 - c. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - d. Adequately contained, packaged and marked as the Contract may require; and
 - e. Conform to the written promises or affirmations of fact made by the Contractor.
3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
5. Year 2000.
 - a. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - b. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contractor, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this contract properly exchanges date-time data with it. If this contract requires that the information technology products being acquired perform as a system, or that the information technology products being required perform as system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
6. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
7. Survival of Rights and Obligations after Contract Expiration or Termination.
 - a. Contractor's Representation and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, and Chapter 5.
8. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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H. State's Contractual Remedies

1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
2. Stop Work Order
 - a. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - b. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

I. Contract Termination

1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a Contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
4. Termination for Convenience. The State reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all

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documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The Cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

5. Termination for Default

- a. In addition to the rights reserved in the Uniform Terms and Conditions, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- b. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- c. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

J. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S Title 41, Chapter 23, Article 9, and rules adopted thereunder.

K. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41)

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1. PURPOSE:

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

2. TERM OF CONTRACT (1 YEAR):

The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year unless terminated, canceled, or extended as otherwise provided herein.

3. CONTRACT EXTENSIONS (4 YEARS MAXIMUM):

By mutual written contract amendment, any resultant contract may be extended in twelve (12) month increments for a maximum of four (4) years. The contract term shall not exceed a total of five (5) years from the date of contract award.

4. CONTRACT TYPE:

☒ Cost Reimbursement

5. LICENSES:

The Contractor shall obtain and maintain in current status, all required federal, state, county, city and local licenses, permits or certifications for the Contractor, their employees and Subcontractors required for the operation of the business conducted by the Contractor. Within ten (10) days of contract award, the Contractor shall provide a list of all licenses and certifications they hold.

6. INFORMATION DISCLOSURE:

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

7. KEY PERSONNEL:

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

7.1 The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the state.

7.2 If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the state, and shall, subject to the concurrence of the state, replace such personnel with personnel of substantially equal ability and qualifications

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8. INSURANCE:

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance. (Exhibit A)

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

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- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Arizona Department of Health Services, Procurement Department, 1740 West Adams, RM 303, Phoenix AZ 85007-2602)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Arizona Department of Health Services, Procurement Department, 1740 West Adams, RM 303, Phoenix AZ 85007-2602)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All overages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

9. COMPLIANCE WITH FEDERAL AND STATE LAWS:

The contract must be in compliance with all federal and state laws.

10. PERSONNEL TRAINING:

The contractor shall provide personnel properly trained for the type of service provided.

11. FINANCIAL MANAGEMENT:

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the Department when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

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State Funding: Contractors receiving state funds under this contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding: Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provisions of the Office of Management and Budget (OMB) Circular A-133, if applicable.

Funding Cap Changes: The State shall use a Purchase Order and/or Change Order to make changes that increase and/or decrease federal Funding Caps. For purposes of this paragraph, a "Funding Cap" is defined as the total amount of money allowed by the federal funds.

12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

13. OFFSHORE PERFORMANCE OF WORK PROHIBITED:

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

14. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS:

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at **USCIS.GOV**

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work,

<p style="text-align: center;">SPECIAL TERMS AND CONDITIONS SOLICITATION No. HP654150</p>

termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

15. Management Requirements (Minimum and/or mandatory requirements) :

Acknowledging Federal and State Support

Recipient must clearly state on all press releases, brochures, and promotional materials for the organization: the percentage of the total costs of the program or project which will be financed through this contract, the dollar amount of funds for the project or program, and the percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

16. Contractor Award:

The selected contractor shall award a performance incentive item to provide a 90% immunization coverage rate, a 95% on time reporting to ASIIS of administered immunizations, and a 95% completeness of reporting to ASIIS. Contractor will also nominate a provider with a 90% immunization coverage rate for the Daniel T. Cloud award to The Arizona Partnership for Immunization (TAPI).



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**ARIZONA DEPARTMENT
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1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Immunization services

1. BACKGROUND:

The Arizona Department of Health Services (ADHS), Bureau of Epidemiology and Disease Control Services (BEDCS) is responsible for the prevention and control of vaccine-preventable diseases (VPDs) in Arizona among children, adolescents, and adults. VPDs are serious infectious diseases for which specific immunizing agents are available. The main activities are to:

- a. Promote immunization of the public, adults, adolescents, and children, against VPDs;
- b. Provide vaccines supported by the National Immunization Program Grant for the protection of persons not able to pay for vaccines; and
- c. Act as a liaison between federal health officials in the U.S. Centers for Disease Control and Prevention's (CDC) National Immunization Program (NIP) and ADHS.

The Bureau coordinates the implementation of the following:

- 1) Vaccine coverage assessment activities to determine rates of immunity in the population;
- 2) Evaluation of the effectiveness of efforts to increase vaccination coverage;
- 3) Procedures to systematically identify and immunize susceptible children and adults;
- 4) Consultation on recommended vaccinations for people of all ages;
- 5) Maintenance of vaccine storage, distribution, and accountability;
- 6) Compliance monitoring of child care and school immunization requirements as defined by state statute and rule;
- 7) Evaluation and promotion of appropriate immunization of adult populations;
- 8) Screening of populations at increased risk for hepatitis B infection;
- 9) Monitoring contracts awarded to agencies outside of the ADHS for immunization services and immunization education;
- 10) Compliance monitoring of VFC provider practices as required by the federal VFC program found at http://www.cdc.gov/nip/vfc/st_immz_proj/quality_assur.htm and http://www.cdc.gov/nip/vfc/st_immz_proj/vacc_mgmt_acct.htm; and
- 11) Maintenance of a state wide registry of immunization records (Arizona State Immunization Information System, ASIIS).

2. PURPOSE:

The purpose of this solicitation is to enter into a contract with a qualified organization to conduct activities and form partnerships to increase the immunization coverage levels of children, adolescents, and adults and promote the use of the tools to improve immunization practices.

3. GOALS:

The goal of this Program is to 1) Improve immunization practices in provider offices, birthing hospitals, and schools for children, adolescents, and adults; 2) Improve immunization coverage rates to reach the US Department of Health and Human Services Healthy People 2010 goals (www.healthypeople.gov/); 3) Improve utilization of tools (such as ASIIS); and 4) Increase knowledge OF immunization benefits and promote evidence based findings on immunizations.



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Target Population:

The contractor is expected to conduct activities that influence Arizona residents, health care providers, funding organizations, schools, childcare centers, and the media to take steps to reach program goals and objectives.

4. SCOPE OF SERVICES:

A. Service Activities (Minimum and /or mandatory tasks and responsibilities):

The primary goal of this contract is to promote immunization efforts to parents of children, to adults, to health care professionals, and other organizations for which collaboration will foster a comprehensive statewide immunization program.

The scope of work described herein is provided to outline the services desired and should not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the contractor in the preparation of the work plan. AIPO must approve all plans and deliverables in writing prior to implementation and finalization by the successful contractor.

B. Use of Other Resources:

The contractor must identify other resources to complete all the tasks and produce all the deliverables. Each task and deliverable must indicate the funding source(s) to complete.

C. Incentives:

While most health care professionals are motivated by an intrinsic desire to improve health care, extrinsic rewards are often helpful. A performance incentive recognizing providers who achieve high immunization rates can enhance performance over time. Performance incentives should be aimed at all levels of involved personnel – physicians, nursing staff, office managers, and clerks. This emphasizes the importance of a team approach in problem solving by acknowledging the efforts of all who participated in improving immunization rates.

5. TASKS:

Service specifications encompass the following tasks, responsibilities, and deliverables. Combining the tasks and evaluations, where feasible, is preferred.

Task 1: Develop and implement a recognition system to reward partners for their contributions in achieving national or state immunization goals and objectives. The recognition system shall include the following:

- a. A written plan to describe this system, types of recognition awards and budget;
- b. Performance measures: The number of partner(s) receiving recognition;
- c. Performance incentive items identified for providers with at least 90% immunization coverage rates for 2 year olds.
- d. Performance incentive items for other contributions to immunization efforts.
- e. Submit monthly written progress report on this task, which shall include, but not be limited to, the following information: program progress and problems or issues affecting service activities.



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f. Submit a written final report to the AIPO within thirty (30) days of the end of each twelve (12) month period of the contract term.

Note: Guidance for Report Submission: Reports generated by the Contractor shall be reviewed and approved by the AIPO before disseminated to others. Reports shall be submitted electronically in a computer software program format prescribed by the AIPO unless otherwise instructed to be mailed or delivered to: AIPO; Attention: Contracts Manager; 150 North 18th Avenue, Suite 120; Phoenix, Arizona 85007-2602. The required content and formats of all reports shall be subject to ongoing review and modification by the AIPO.

Task 2:

Establish a successful statewide partnership that engages all parties involved in child, adolescent, and adult immunization issues.

- a. A written work plan of organizational structure to address immunization goals and objectives through committees, working groups, focus groups, or membership(s).
- b. A written work plan of the objectives, activity steps, and outcome of partnerships.
- c. A written communication plan to inform partners, health care professionals, legislators, residents, and media of newsworthy immunization events. This plan must include a website, a newsletter, and news release, and other communications.
- d. A list of the active partners in each contract year. This list must describe the criteria for an active partner.
- e. Submit a monthly written progress report on this task, which shall include, but not be limited to, the following information: program progress and problems or issues affecting service activities.
- f. Submit a written final report to the AIPO within thirty (30) days of the end of each twelve (12) month period of the contract term.

Note: Reports generated by the Contractor shall be reviewed and approved by the AIPO before disseminated to others. Reports shall be submitted electronically in a computer software program format prescribed by the AIPO unless otherwise instructed to be mailed or delivered to: AIPO; Attention: Contracts Manager; 150 North 18th Avenue, Suite 120; Phoenix, Arizona 85007-2602. The required content and formats of all reports shall be subject to ongoing review and modification by the AIPO.

Task 3:

Educate Arizona's population, health care professionals, media, and community leaders of the importance of immunizations and current standards of practice.

- a. A written plan of proposed education programs addressing each of the groups: Arizona's population (explicitly defining programs for childhood, adolescent and adult immunization education), health care professionals, media, and community.
- b. A written work plan of objectives, activity steps, performance measures, and targets. This plan must follow the guidelines outlined in attachment 3 for written objectives, and evaluation measures using the SMART principle of Specific, Measurable, Achievable, Realistic, and Time-phased.



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- d. A written work plan for targeted education of health care professionals found not to be in compliance with immunization administration and reporting requirements, intended to precede official intervention.
- d. Submit a monthly written progress report on this task, which shall include, but not be limited to, the following information: program progress and problems or issues affecting service activities.
- e. Submit a written final report to the AIPO within thirty (30) days of the end of each twelve (12) month period of the contract term.

Note: Guidance for Report Submission: Reports generated by the Contractor shall be reviewed and approved by the AIPO before disseminated to others. Reports shall be submitted electronically in a computer software program format prescribed by the AIPO unless otherwise instructed to be mailed or delivered to: AIPO; Attention: Contracts Manager; 150 North 18th Avenue, Suite 120; Phoenix, Arizona 85007-2602. The required content and formats of all reports shall be subject to ongoing review and modification by the AIPO.

Task 4: Conduct Customer Satisfaction Surveys.

- a. A written work plan of the proposed methodology to conduct each survey:
 - i. ASIIS Satisfaction Survey to approximately 2500 uses of the system conducted in the odd years (next in 2007). Attachment 4 is an example of the last ASIIS Survey.
 - ii. VFC Customer Satisfaction Survey to approximately 800 VFC providers conducted in the even years (next in 2006). Attachment 5 is an example of the last VFC customer satisfaction survey conducted.
- b. A written work plan of the methodology used to administer, analyze, and report the findings.
- c. Submit a monthly written progress report on this task, which shall include, but not be limited to, the following information: program progress and problems or issues affecting service activities.
- d. Submit a written final report to the AIPO within thirty (30) days of the end of each twelve (12) month period of the contract term.

Note: Guidance for Report Submission: Reports generated by the Contractor shall be reviewed and approved by the AIPO before disseminated to others. Reports shall be submitted electronically in a computer software program format prescribed by the AIPO unless otherwise instructed to be mailed or delivered to: AIPO; Attention: Contracts Manager; 150 North 18th Avenue, Suite 120; Phoenix, Arizona 85007-2602. The required content and formats of all reports shall be subject to ongoing review and modification by the AIPO.

Task 5: Conduct the "Provider Turn Around" project:

(Exhibit 1 provides an explanation and the details of this project for implementation)

- a. A written work plan to conduct this project in a minimum of 5 provider sites each year. (This plan must follow the guidelines outlined in attachment 3 for written objectives, and evaluation measures using the



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SMART principle of Specific, Measurable, Achievable, Realistic, and Time-phased).

- b. A written work plan of the methodology used to administer, analyze, and report the findings.
- c. Submit a monthly written progress report on this task, which shall include, but not be limited to, the following information: program progress and problems or issues affecting service activities.
- c. Submit a progress report for each provider site to the AIPO within thirty (30) days of the last visit and 6 months after the last CASA assessment at each provider site.
- d. Submit a written final report to the AIPO within thirty (30) days of the end of each twelve (12) month period of the contract term

Note: Guidance for Report Submission: Reports generated by the Contractor shall be reviewed and approved by the AIPO before being disseminated to others. Reports shall be submitted electronically in a computer software program format prescribed by the AIPO unless otherwise instructed to be mailed or delivered to: AIPO; Attention: Contracts Manager; 150 North 18th Avenue, Suite 120; Phoenix, Arizona 85007-2602. The required content and formats of all reports shall be subject to ongoing review and modification by the AIPO.

Task 6: Conduct immunization-relevant conferences.

- a. A written work plan to organize, conduct, and summarize conference discussions for two immunization-relevant conferences with approximately 200 attendees. These conferences are half a day with lunch and refreshments at break. The contractor must arrange for 1-2 national or state experts to present at each conference. The speakers must obtain prior approval from AIPO Office Chief.
- b. Submit a monthly written progress report on this task, which shall include, but not be limited to, the following information: program progress and problems or issues affecting service activities.
- c. Submit a written final report to the AIPO within thirty (30) days after each conference.

Note: Reports generated by the Contractor shall be reviewed and approved by the AIPO before being disseminated to others. Reports shall be submitted electronically in a computer software program format prescribed by the AIPO unless otherwise instructed to be mailed or delivered to: AIPO; Attention: Contracts Manager; 150 North 18th Avenue, Suite 120; Phoenix, Arizona 85007-2602. The required content and formats of all reports shall be subject to ongoing review and modification by the AIPO.

6. PERFORMANCE EVALUATION METHODOLOGY:

The contractor's performance will be measured based on reaching the "target" for each performance measure:



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- a. The number of Daniel T. Cloud Award recipients. In 2004, there were 14 Daniel T. Cloud Award recipients.
Target: Increased number of recipients from the previous year.
- b. Number of partner organizations/individuals actively participating in childhood, adolescent and adult immunization efforts within the state.
Target: At least 400 partnerships established with public and private organizations, faith based organizations, community leaders, and other interested individuals.
- c. Percentage of 12 month budget from other funding sources or in kind support for immunization related activities.
Target: At least 25% of immunization activity budget from other funding sources.
- d. Number of “educational contacts” with parents, adolescents and older adults, and with healthcare professionals and stakeholders.
Target: Increased number of “educational contacts” each year. Baseline data will be determined in the first year.
- e. Percentage of satisfaction survey collected for analysis.
Target: At least 75% of all surveys sent out should be returned
- f. Percentage of the “Turn Around Project” sites which increase their CASA results and improve their ASIIS reporting.
Target: 100% of the sites should increase their CASA results within 6 months of intervention and should improve their ASIIS reporting.
- g. Number of immunization-relevant conferences with approximately 200 attendees.
Target: At least two conferences with approximately 200 attendees are held. Attendee evaluations will rate the conference overall as ‘Satisfactory’ or ‘Highly satisfactory’ or equivalent rating.

7. DELIVERY SCHEDULE:

Submit all reports and data submissions within the set timelines established.

8. NOTICES, CORRESPONDENCE, REPORTS AND PAYMENTS

- A. Notices, Correspondence, Reports and Invoices/CERs from the Contractor to ADHS shall be sent to:

Office Chief, Immunization Program
ADHS
150 North 18th Avenue, Suite 120
Phoenix, AZ 85007-3233
Email: Fredrik@azdhs.gov
Phone – (602) 364-3630
Fax – (602) 364-3285

- B. Notices, Correspondence, Reports and payments from ADHS to the Contractor shall be sent to:

Vendor shall complete this section.



PRICE SHEET

SOLICITATION NUMBER: HP654150

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

PRICE SHEET/FEE SCHEDULE

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$
ERE	\$
Professional & Outside Services	\$
Travel Expense	\$
Other Operating Expenses	\$
TOTAL	\$

REFER TO ATTACHEMENT #2 FOR ASSISTANCE COMPLETING THE PRICE SHEET/FEE SCHEDULE.

Please check as many as applicable:

____ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.



OFFER AND ACCEPTANCE

SOLICITATION NUMBER: HP654150

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Submit this form with an original signature to the:

Arizona Department of Health Services
Office of Procurement
1740 West Adams, Room 303
Phoenix, Arizona 85007

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

Arizona Transaction (Sales) Privilege Tax License No:

For Clarification of this Offer, Contact:

Federal Employer Identification No:

Name: _____

Telephone: _____

FAX: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City, State, ZIP Code

Title

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.


This Contract shall henceforth be referred to as Contract Number: _____

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

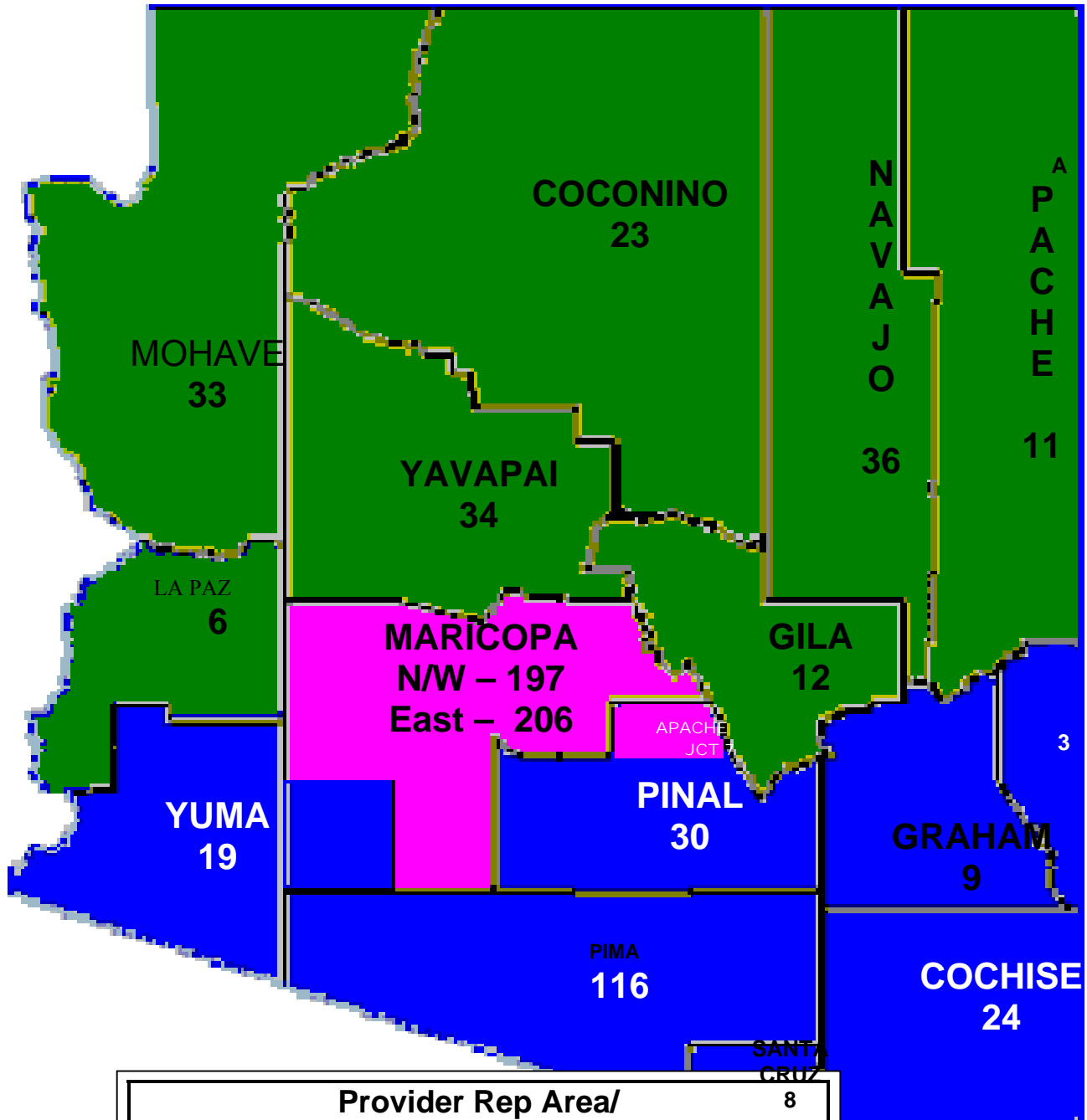
State of Arizona

Awarded this _____ day of _____, 20_____

PROCUREMENT OFFICER

	<h1 style="margin: 0;">CERTIFICATE OF INSURANCE</h1>	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax				
Solicitation No: HP654150						
PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS						
NAME AND ADDRESS OF INSURANCE AGENCY	A	COMPANY LETTER COMPANIES AFFORDING COVERAGE				
	B					
Name And Address of Insured	C					
	D					
This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time						
Company Letter		Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability Minimum – Each Occurrence	
<input type="checkbox"/>		Comprehensive General Liability				
<input type="checkbox"/>		Premises Operations				
<input type="checkbox"/>		Contractual				
<input type="checkbox"/>		Independent Contractors				
<input type="checkbox"/>		Products/Completed Operations				
<input type="checkbox"/>		Personal Injury				
<input type="checkbox"/>		Broad Form Property Damage				
<input type="checkbox"/>		Explosion & Collapse (If Applicable)				
<input type="checkbox"/>		Underground Hazard (If Applicable)				
<input type="checkbox"/>		Comprehensive Auto Liability Including Non-				
<input type="checkbox"/>		Umbrella Liability				
<input type="checkbox"/>		Workmen's Compensation and Employer's Liability				
<input type="checkbox"/>		Other				
State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.			It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.			
Name and Address of Certificate Holder:						
Date Issued _____						
_____ Authorized Representative						

Arizona VFC Providers



Provider Rep Area/
Of Providers:

Northern Arizona - 155

NW Maricopa – 197

E Maricopa/Apache Jct – 213

Southern Arizona - 209

ATTACHMENT #2

BUDGET DEVELOPMENT GUIDELINES

Specific types of Provider costs are to be grouped into six budget categories. Within the total cost for each budget category, a series of line item costs are to be identified. All budgeted amounts are to be rounded to the nearest dollar in each line item and budget category. It is essential that category costs be comprised of the same item costs as specified in these Guidelines.

1. PERSONNEL SERVICES

- a. Compensation for personnel services is an allowable expense for Provider employees whose work is necessary for the provision of contract services.
- b. Salaries to be charged to the service must relate directly to work on the service. Salaries of employees involved in work on non-contract services must be properly apportioned and later supported by appropriate time distribution records or any other acceptable method.
- c. Benefits such as vacation, sick and administrative leave, holidays and routine training participation time are to be included in the amount budgeted for an employee's salary. In addition, any salary increases due an employee during the contract period must be included in the budgeted salary costs.

2. EMPLOYEE RELATED EXPENSES (ERE)

- a. Employee related expenses (fringe benefits) are allowances and services offered by the Provider agency to its employees as compensation in addition to regular salaries. Fringe benefits must be applied only to that portion of an employee's salary or wages attributable to the service. Fringe benefits budgeted in the contract must be earned during the contract period. Benefits accrued prior to the contract, but not yet paid out, are not expenses allowed by the Department.
- b. Fringe benefits include, but are not limited to Social Security (FICA), Unemployment Insurance, Worker's Compensation, health and life insurance, and retirement. The portion of the cost of these benefits paid by the employee is not an expense of the Provider agency. The employer's cost of these benefits is an eligible Provider agency expense.

3. PROFESSIONAL AND OUTSIDE SERVICES

- a. Professional and consultant services, rendered by individuals or organizations, are allowable expenses if the services are directly related and essential to the contract service(s). The normal types of professional or outside services which may be placed in this budget category are those which relate to the legal, accounting, management, training/education, medical, social service and psychological professions.
- b. A written specification, of each of the consultant services to be performed, is to be available for the purpose of budget estimating and subsequent audits. The specifications normally will include estimates by item, all consultant costs such as travel, supplies, meetings or any directly related costs of the consultant. Professional and Outside services are frequently purchased on an hourly basis. It is, therefore, recommended that such services be budgeted on a per hour billing basis.

4. TRAVEL

- a. Travel will include the cost of transporting staff and clients during the provision of contract services. The following allowable travel costs are included within this category:
 - i. Staff-owned vehicles: mileage reimbursement;
 - ii. Provider agency-owned vehicles: operating expenses and depreciation;
 - iii. Sub-contracted travel services;
 - iv. Rented vehicles;
 - v. Government motor pool vehicles;
 - vi. Public transportation; and
 - vii. Per diem.
- b. Staff-Owned Vehicles
 - i. The travel cost of a vehicle owned by a Provider employee should be budgeted no greater than the offerors designated mileage reimbursement rate. In public Provider agencies, the

mileage rate is determined by the branch of government with which the Provider agency is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality. The actual cost of tolls and parking fees may be budgeted for employees using their vehicles for contract services.

c. Provider Agency-Owned Vehicles

- i. Travel costs for vehicles owned by a Provider agency must be budgeted on an actual cost method. Actual costs will include fuel, maintenance and repair, insurance, registration fees, tolls, parking fees and depreciation.
- ii. There are two methods to budget motor vehicles with regard to acquisition cost:
- iii. The vehicle may be purchased with Provider agency funds. The cost will be depreciated over the useful life of the vehicle. The current year depreciation expense is listed in the Travel Category of the Service Budget.
- iv. The agency may budget the entire acquisition cost as a first year expense under the Equipment Category.

d. Rented Vehicles

- i. If either a public or private Provider agency is renting vehicles from a private rental agency, the actual rental cost plus fuel (unless fuel is included in the rental cost) should be used to budget the cost. Rental costs will be considered reasonable depending on the type and degree of use and current fair market value of the model of vehicle. If a vehicle has been rented by the Provider until its acquisition cost has been reduced to below \$5,000, it may be purchased and budgeted as a current cost.

e. Motor Pool Vehicles

- i. Provider agencies using vehicles supplied by a county or municipal motor pool may budget for travel by using the rate fixed by the motor pool.

f. Public Transportation

- i. In cases in which public transportation is used for authorized travel by employees or clients of the Provider, the actual cost of fares required should be estimated. Fare or any other expenses for staff members to commute to and from work are not an allowable cost.

g. Per Diem

- i. While Providers are encouraged to minimize the overnight travel costs, certain contract services may require occasional overnight travel on the part of employees. In such cases, per diem expenses should be budgeted no greater than the offerors designated per diem reimbursement rate. For public Provider agencies, the per diem rate is determined by the branch of government with which the Provider is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality.

5. **OTHER OPERATING**

a. Other Operating costs include materials and supplies, space and occupancy and general operating services. Costs related to space needed for the delivery of contract services are allowable expenses. Space costs include the expense of a facility and other expenses directly related to the operation of the facility. Space Costs, however, do not include the purchase or major modification of land or facilities.

b. The costs of materials and supplies, necessary for the delivery of contract services, are allowable budgeted expenses. Such costs should be calculated by deducting from the purchase price, all cash and trade discounts, rebates, and allowances to be received by the Provider agency.

c. Program Supplies

i. Program supplies include consumable supplies used directly in the provision of contract services.

ii. **Materials**

(1) Materials are consumable supplies used directly by the clients in the provision of contract services. Material supplies will include but need not be limited to:

- (2) Arts and Crafts;
- (3) Housekeeping Goods (dishes, linens, etc.);
- (4) Client Activities Costs;
- (5) Toys; and
- (6) Literature.

iii. **Medical Items**

(1) Medical care is an allowable cost if it is necessary to achieve the objective of the contract services.

(2) Professional Medical Services: The cost of medical professionals is an allowable expense. However, the cost should normally appear in the Personnel or Professional and Outside Services Category contingent upon the terms of the agreement between the Provider agency and the medical professional(s).

(3) Pharmaceuticals: Pharmaceuticals should be budgeted on an actual cost basis.

(4) Medical Supplies: Medical supplies should be budgeted on an actual cost basis.

d. Office Supplies

i. **General Office Supplies**

(1) Office supplies are consumable supplies necessary to efficient administrative and service operations of the service program. The cost of this item may be budgeted by using a reasonable base cost per employee for the contract term multiplied by the total number of employees needing office supplies. Justification of the base cost must be available upon request.

ii. **Equipment**

(1) Any piece of equipment with an acquisition cost of up to \$4,999.99 will be budgeted under the Other Operating Category. Budgeting of such pieces of equipment will be done on an actual cost basis. All Pieces of equipment with an acquisition cost of \$5,000 or more should be budgeted under the Capital Outlay Category.

iii. Postage

- (1) Postage may be budgeted by applying a monthly base to the total number of months in the contract. When applicable, Provider agencies should apply for and utilize special bulk mail rates.

iv. Reproduction and Printing

- (1) The cost of printing and reproduction services, necessary for the performance of the contract, including but not limited to forms, reports, manuals and informational literature is allowable. However, if a cost for the rental of a photocopier has been budgeted, care must be taken to avoid duplication of costs. When budgeting for reproduction and printing services, enter a reasonable estimate of actual costs.

e. Maintenance of Space

- i. This item includes costs necessary for the upkeep of the Provider's facilities which neither add to the permanent value of these facilities nor appreciably prolong their intended life, but keep them in an efficient operating condition. This includes estimates of the actual costs of material needed for the maintenance and repair of the Provider's facilities or for sub-contracted maintenance services.

f. General Operating

- i. Central Services: Service costs such as administrative, data processing, payroll, supply and duplicating facilities on which the expense can be calculated and segregated as a direct cost are to be entered in this item. Support these budgeted expenses by indicating the basis of the cost.
- ii. Communication: Telephone and answering service costs, as well as telephone directory listings, which assist the client to identify and contact the Provider agency for contract services, will be permitted.
- iii. Bonding: Premiums for bonding costs will arise when there is a need to protect the provider agency and government against financial loss. Bonding practices beyond those which the Provider agency should normally use as good business practice will not be required. The most common bonding classification is that of a fidelity bond sufficient to cover the potential loss of accessible funds.
- iv. Advertising: To acquire quality goods or services at a low cost; to recruit potential employee; or to inform the public of the availability of services.
- v. Training: Provider agency employees are eligible for training directly related to the contract services. The necessary and appropriate expense related to training activities is to be included in this line item. The basis for this budgeted expense must be documented in the Proposal Itemized Service Budget, and a detailed description of the training activities must be rendered in the Program/Administration Section.
- vi. Trade, Business, Technical and Professional Activities: A series of costs may be encountered which assist in providing reference background, updating employees' knowledge and maintaining liaison or contact with similar activities. Expenses in this line item will be allowable when the costs are proven to be of direct benefit to the contract services. The following types of costs may be part of this item's budget expense:
 - (1) Library - purchases and fees;
 - (2) Subscriptions - professional literature;
 - (3) Membership - dues; and
 - (4) Professional activities, clubs and meetings.

- vii. General Liability Insurance: Insurance costs are those insurance costs which the Provider is required to carry, or which are approved under the terms of the contract and any other insurance which the Provider maintains in connection with the general conduct of its business (excluding insurance on the building and contents which should be listed as a line item under Other Space Costs in the Space Category). The Provider can ascertain from the Department what types and amount of insurance coverage should be purchased.

Guidelines for writing objectives and Differentiating between objectives, activities, and evaluation

The purpose of this document is to provide with guidelines on how to write immunization related objectives, activities, and evaluation measures.

All objectives must be SMART:

Specific (focused)

Measurable

Achievable (results-oriented)

Realistic

Time-phased

SMART objectives should be narrow and precise. You should be able to state an objective in one sentence that specifies what will be accomplished. A common problem is to write an objective that is too vast or complex and not achievable within a given time frame. If so, split it into two or more smaller objectives that will be SMART. If the objective is ongoing from the previous year, baseline data should be included and the objective should state a specific percent increase or improvement that will be accomplished in the next budget period.

Long-term objectives are outcome-oriented and should be large scale projects that will take several years to complete. The long-term objectives should reflect, for example, specific increases in immunization coverage levels among identified populations, specific decreases in morbidity and mortality of identified vaccine preventable diseases, and major infrastructure developments. The objectives that you provide within each one-year budget period, however, should be smaller scale, short-term objectives that will move your program in the direction of achieving the long-term objectives.

Short-term Objective:

SMART statement that tells what major project will be accomplished within a one-year budget period.

The following are two examples of SMART Provider Quality Assurance objectives as part of a perinatal hepatitis B prevention program:

If, for example, your program has never determined HBsAg screening rates, you might develop the following process objective:

Example: By December 31, 2006, HBsAg screening rates will be assessed by reviewing 100 charts in each of the three largest birthing hospitals.

If, however, your program has already conducted a screening assessment and has determined that Hospital X has a screening rate below 90%, you could develop an outcome objective for the next budget year as follows:

Example: By December 31, 2006, the HBsAg screening rate for Hospital X will increase from 83% to at least 90%.

It is acceptable to write objective statements without explicitly stating who will do the work because the activities statements (described next) clarify who will complete each task needed to achieve the objective.

Activities:

Small action steps that, when combined, lead to the achievement of the objective. Activities tell who will do how much of what by when and where and how. Action steps are listed chronologically.

The following are example activities statements that support the sample perinatal process objective above:

1. *Perinatal Hepatitis B Program Coordinator will determine appropriate sampling methodology for hospital delivery records by January 20, 2006.*

2. Coordinator will determine which hospitals will be selected for a hospital record review based on sampling method identified in activity #1 by January 25, 2006.
3. Coordinator will either revise an existing data collection tool or develop a new one by February 1, 2006.
4. Coordinator and assistant coordinator will contact the Directors of Labor and Delivery in the selected X, Y, and Z hospitals by February 28, 2006 to plan visit dates to review charts.
5. Coordinator and assistant coordinator will visit hospitals to conduct record reviews between April 1 and June 30, 2006.
6. Coordinator and assistant coordinator will analyze data by July 31, 2006 to determine HBsAg screening rates for each of the hospitals.
7. Coordinator will provide feedback to hospitals X, Y, and Z with follow-up recommendations by November 30, 2006.

Evaluation Measure:

The evaluation measure tells what will be used and how it will be used to determine whether or not the objective was met. Your statement must explain the process for using a specific instrument to assess the extent to which the objective was achieved. A common error in writing evaluation measures is to turn them into objective statements instead.

The following is an example evaluation measure that assesses achievement of the sample perinatal process objective:

Progress toward achievement of this objective will be determined by using a data collection tool that will indicate the number of charts pulled from each of the three hospitals, compared with the number of charts that indicated HBsAg screening.

Sample short-term objectives from each of the other program components:

Program Management:

Example: By July 1, 2006, 100% of the new contracts with local health departments will be finalized to include measurable performance deliverables that cover priority activities identified by the immunization program.

This is a process objective which is appropriate as an initial short-term objective, but over time, program managers would want to migrate toward more outcome-oriented objectives. For example, in the following year, this program manager, while maintaining the focus on counties with contracts having measurable performance deliverables, would want to develop an objective around the proportion of local health departments that can document the achievement of a specified percentage of their deliverables.

Vaccine Management:

Example: By October 31, 2006, vaccine wastage and unaccounted for doses will decrease from 5% to no more than 3%.

Immunization Registries:

Example: By December 31, 2006, private provider registry participation levels will increase from 50% to 55%.

Service Delivery:

Example: By September 30, 2006, WIC staff in XYZ counties will screen at least 95% of visiting WIC children for up-to-date immunization status and refer all children who are not up-to-date to appropriate provider sites for needed vaccinations.

Consumer Information:

Example: By August 31, 2006, the communications unit will develop and finalize a culturally sensitive pneumococcal immunization brochure targeted to Hispanic residents aged 65+ in zip code X.

Surveillance:

Example: By December 31, 2006, at least 90% of the HBsAg positive tests from all laboratories and clinics will be reported to the surveillance unit within 7 calendar days from the time that the test results are available.

Population Assessment:

Example: By May 31, 2006, the assessment coordinator will identify the top three pockets of need for the 4:3:1:3:3 series using GIS mapping.

ATTACHMENT 4

ASIIS SATISFACTION SURVEY 2005									
1.	How long have you been signed up with ASIIS?								
	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 2 Years	<input type="checkbox"/> 3 Years	<input type="checkbox"/> More than 3 Years					
2.	Describe your practice? (Check one)								
	<input type="checkbox"/> Pediatrics Private Practice	<input type="checkbox"/> School Nurse	<input type="checkbox"/> Community Health Center	<input type="checkbox"/> Daycare Center					
	<input type="checkbox"/> Family Practice	<input type="checkbox"/> Community Health Department	<input type="checkbox"/> Indian Health Services	<input type="checkbox"/> Other (specify) _____					
3.	In a typical week, approximately how many vaccine doses are administered to children?								
	<input type="checkbox"/> Less than 25 vaccine doses/week	<input type="checkbox"/> 26-100 vaccine doses/week	<input type="checkbox"/> More than 100 vaccine doses/week	<input type="checkbox"/> Do not give shots					
4.	On average, how many hours per week does your staff spend reporting data to ASIIS?								
	<input type="checkbox"/> Less than 2 hours/ week	<input type="checkbox"/> 2-5 hours/ week	<input type="checkbox"/> 6-10 hours/ week	<input type="checkbox"/> 10 hours/ week	<input type="checkbox"/> Unsure	<input type="checkbox"/> Do not give shots			
5.	How do you use ASIIS in your practice? (Check all that apply)								
	<input type="checkbox"/> Input data on vaccines given on site			<input type="checkbox"/> Print immunization records for patients					
	<input type="checkbox"/> Report through another site			<input type="checkbox"/> Generate reminder/recall notices for patients due for vaccines					
	<input type="checkbox"/> Review immunization records of individual patients			<input type="checkbox"/> Assess immunization coverage for practice					
	<input type="checkbox"/> Review forecast before or during patient visit			<input type="checkbox"/> Not actively using registry to obtain reprints or patient information					
	<input type="checkbox"/> Other (specify) _____								
6.	How often do you report immunization data to ASIIS?								
	<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Do not give immunizations					
7.	Do you get adequate notice from ASIIS about down times and changes?				<input type="checkbox"/> Yes	<input type="checkbox"/> No			
8.	How does your office interact with ASIIS to input and retrieve data? (Check all that apply)								
	<input type="checkbox"/> Hard copy of data sent by mail or fax		<input type="checkbox"/> ASIIS application web connection look up only		<input type="checkbox"/> ASIIS application web connection data entry and look up				

9.	How satisfied are you with ASIIS?	Very Satisfied	Somewhat Satisfied	Neutral	Somewhat Dissatisfied	Dissatisfied
	Cost/Staff time associated with using registry	ف	ف	ف	ف	ف
	Compatibility of software/computer	ف	ف	ف	ف	ف
	Ease of access to registry (e.g. web application not responding)	ف	ف	ف	ف	ف
	Accuracy or completeness of data	ف	ف	ف	ف	ف
	Technical support or training	ف	ف	ف	ف	ف
	Availability of free training classes	ف	ف	ف	ف	ف
	Overall satisfaction with ASIIS features	ف	ف	ف	ف	ف
	Overall customer service provided to you by ASIIS	ف	ف	ف	ف	ف
10.	Do you use any of these features? (Check all that apply)					
	ف VFC vaccine accountability report	ف VFC provider profile	ف Print reminder lists, recall lists or mailing labels	ف Patient immunization record		
11.	What do you like about ASIIS? <hr/> <hr/>					
12.	What web application features would you like to see improved and how? <hr/> <hr/>					
13.	Does your office use an Electronic Medical Record? If yes, what is the name of the system? _____					
13a	May we contact your vendor? If yes, Please give name and phone number. Name of vendor _____ Phone Number () _____					
14.	Advanced training dates are planned throughout the state. If you are interested who should we contact? Name of contact _____ Phone Number () _____					
	ف Billing systems export ()	ف Clinical systems export ()				

Thank you for taking time to complete this survey.
 If you filled out the survey by hand, please fax it to (602) 262-2654.

Attachment 5

VACCINES FOR CHILDREN (VFC) PROGRAM – 2004 PROVIDER SATISFACTION SURVEY

PROVIDER NAME:		PIN (6-Digit):
PRACTICE SPECIALTY: <input type="checkbox"/> Pediatrics <input type="checkbox"/> Family Practice <input type="checkbox"/> Internal Medicine <input type="checkbox"/> Other (Please Specify): _____		
TYPE OF PRACTICE (Please check the box that best represents your practice/facility): <input type="checkbox"/> Private Practice <input type="checkbox"/> Private Hospital <input type="checkbox"/> Nonprofit Community Health Center <input type="checkbox"/> Other (Please Specify): _____		
MAILING ADDRESS:		
CITY:	COUNTY:	ZIP CODE:
PERSON COMPLETING THIS FORM:		TITLE: <input type="checkbox"/> MD <input type="checkbox"/> RN/LVN <input type="checkbox"/> MA <input type="checkbox"/> Other (Specify): _____
TELEPHONE: ()	FAX: ()	E-MAIL ADDRESS:

HOW WOULD YOU RATE THE FOLLOWING ITEMS BASED ON YOUR EXPERIENCES IN THE PAST 12 MONTHS? (Please choose the answer that reflects how strongly you agree or disagree with the following statements.)

GENERAL INFORMATION		Strongly Agree	Agree	Not Sure	Disagree	Strongly Disagree	N/A
1.	Overall, I am satisfied with the VFC Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	The VFC Program keeps me up-to-date regarding Program changes and requirements, the availability of vaccines, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	The VFC Program has increased the number of children vaccinated in our practice/facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Since enrolling in the VFC Program, our practice is referring fewer children to public clinics for immunization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Immunization coverage rates of 2-year-old children has assessed in our practice/facility within the last year.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	VFC has increased our practices use of newer vaccines (e.g. DTaP, Hepatitis B, Varicella, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Our practice/facility uses the Arizona State Immunization Information System (ASIIS) to look up shot records.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Does your practice/facility report to ASIIS? yes_____ no_____ If yes, which reporting method is used? PC-Immunize_____ Paper_____ Web_____						
VFC REQUIREMENTS		Strongly Agree	Agree	Not Sure	Disagree	Strongly Disagree	N/A
9.	Documenting the eligibility of a child for VFC vaccine is simple.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	VFC patient screening and record keeping, for VFC eligibility (using the VFC Eligibility Screening Forms), are easy to incorporate into our practice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	The required annual VFC recertification process certification (i.e., submission of Enrollment, Profile, and Profile-Supplemental forms) is straightforward.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12.	VFC Program requirements and policies are easy to understand and follow.	ف	ف	ف	ف	ف	ف
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HOW WOULD YOU RATE THE FOLLOWING ITEMS BASED ON YOUR EXPERIENCES IN THE PAST 12 MONTHS?
(Please choose the answer that reflects how strongly you agree or disagree with the following statements.)

VFC REPRESENTATIVE ASSISTANCE		Strongly Agree	Agree	Not Sure	Disagree	Strongly Disagree	N/A
13.	It is easy to reach a VFC Representative on the phone.	ف	ف	ف	ف	ف	ف
14.	The VFC Representative was knowledgeable and helpful.	ف	ف	ف	ف	ف	ف
15.	My calls are always returned within two working days.	ف	ف	ف	ف	ف	ف
VFC TRAINING AND ASSURANCE		Strongly Agree	Agree	Not Sure	Disagree	Strongly Disagree	N/A
16.	I have attended an off-site meeting/conference for additional training topics.	ف	ف	ف	ف	ف	ف
17.	A VFC Representative visited my office during the past twelve months to conduct a quality assurance review of vaccine management or other VFC situation. If yes, please continue. <i>If no, please skip to question 23.</i>	ف	ف	ف	ف	ف	ف
18a.	The site visit did not interfere with the operation of my practice/facility.	ف	ف	ف	ف	ف	ف
18b.	The VFC Representative was knowledgeable and helpful.	ف	ف	ف	ف	ف	ف
18c.	The materials I received during the site visit were helpful.	ف	ف	ف	ف	ف	ف
18d.	The written report accurately represented the findings of the visit.	ف	ف	ف	ف	ف	ف
18e.	The site visit changed some of the immunization practices at my practice/facility.	ف	ف	ف	ف	ف	ف
18f.	The VFC Representative adequately explained the results of the quality assurance review and provided education before leaving my practice/facility.	ف	ف	ف	ف	ف	ف
18t.	How long was the VFC Representative at your facility? <1 hour_____ 2 hours_____ 3 hours_____ 4 hours_____ > 4 hours_____						
19.	When was the last time you had contact from your VFC Representative? Within the last 6 months_____ 12 months_____ 18 months_____ Never_____						

HOW WOULD YOU RATE THE FOLLOWING ITEMS BASED ON YOUR EXPERIENCES IN THE PAST 12 MONTHS?
(Please choose the answer that reflects how strongly you agree or disagree with the following statements.)

ADDITIONAL COMMENTS	
26.	Do you have any concerns or complaints about the VFC Program?
27.	What changes or improvements (i.e. all VFC documents available online) do you suggest for the VFC Program?
28.	What do you like best about the VFC Program?
29.	<p>VFC staff is available for the following services: please indicate your area of interest and a VFC staff person will contact your office.</p> <p>VFC Program Education_____ Vaccine Management Training_____</p> <p>Vaccine Handling/Storage_____ AFIX Assessment_____ ASIIS_____</p>

Thank you for taking time to complete this survey.

Please fax to (602) 262-2654

or mail to our office using the enclosed self addressed envelope to:

The Arizona Partnership for Immunization "TAPI"

320 E. McDowell St., Suite 225

Phoenix, Arizona 85004

VACCINE ORDERING		Very Satisfied	Satisfied	Not Sure	Dissatisfied	Very Dissatisfied	N/A
20.	The ease of ordering VFC vaccine.	ف	ف	ف	ف	ف	ف
21.	The timeliness of VFC supplied vaccine delivery.	ف	ف	ف	ف	ف	ف
22.	The condition of VFC supplied vaccine at delivery.	ف	ف	ف	ف	ف	ف
23.	Notification from VFC regarding significant changes to my vaccine order.	ف	ف	ف	ف	ف	ف
During the <u>past 12 months</u> , how many times did you have any of the following problems with your VFC shipments?							
VACCINE ORDERING - Continued		0 Times	1-2 Times	3-4 Times	5 + Times	Don't Know	N/A
24.	The vaccines were received unusable (e.g., too warm, frozen, etc.).	ف	ف	ف	ف	ف	ف
25.	Other (Please specify): _____ 45	ف	ف	ف	ف	ف	ف

EXHIBIT 1

Table of Contents

Standards for Pediatric and Adolescent

Standards for Pediatric and Adolescent Immunization Practices (VFC Survey)

Storage and Handling of Vaccines

Vaccine Management

VFC Labels

Handle with Care

ASIIS

ASIIS Web Application

Arizona State Immunization Information System (pamphlet)

Current ASIIS Registry Training Classes

ASIIS non-VFC Enrollment Application

ASIIS VFC User Agreement

Confidentiality form

Guide for Parents about the Immunization Reporting Law

Immunization Reporting and You

VFC

Welcome

Immunization Administration Record (1-11)

Eligibility Screening Form

Sample VIS

Temperature conversion chart

Emergency plan

Temperature log

Patient immunization log

Vaccine order/reporting form

Sample packing slip

Sample packing slip for Varicella

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Handle with Care

VAERS

Forms Request
Reading Mexico Records

VIS's

Vaccine Information Statements (VISs)
It's federal law!

State Department of Health Services

Immunization Administration Record
Giving All the Doses

CDC

Recommended Childhood and Adolescent Immunization Schedule
Recommended Immunization Schedule
For Children and Adolescents Who Start Late or Who Are More Than 1 Month Behind
Exhibit 1

Guide to Contraindications to Vaccination

Immunization Action Coalition

Needle Tips

TAPI

The Dr. Daniel T. Cloud Outstanding Practice Award
Welcome to our office
Baby Shots
Please bring your child's immunization record to every visit.
Is Your Child Protected?
Lifetime Immunization Record
Resource Catalog

Resource List

Resource List

Telephone List

Telephone list
County and Immunization Manager List
Arizona Health Care Cost Containment System
Acute Care Health Plans

Adolescent Immunization

Note card and pamphlet
Varicella Requirement Expected for 2005-2006 School Year

VAERS

Vaccine Adverse Event Reporting System (pamphlet)
Instructions for Completing Form
National Childhood Vaccine Injury Act
Vaccine Injury Table

Exhibit 1

VFC Provider Turn around Project

Scope of Work-

Develop and implement a project to “turn around” VFC provider offices that are not effectively managing their immunization delivery

Step 1 Identify a provider that has fallen behind in one of the three areas:
(Includes TAPI representative, AIPO and VFC staff members)

Reporting to ASIIS

Vaccine handling and storage

Timely vaccination of patients’ age 0-18 years

Step 2 Developing an outline specific to the practice

Identify the steps necessary to achieve best practices for the provider

Write out a flexible plan that achieves the needed results and is complimentary to the provider

Coordinate a team of experts in the areas that are lacking

Contact private payers and AHCCCS to provide support to the practice during changes

Step 3 Begin Turn around Project in provider office

Day 1: CASA Review

Standards for Pediatric and Adolescent Immunization Practices Survey

Day 2: Review CASA and Survey Results

Identify areas that need improvement

Storage and Handling of Vaccine

- Vaccine Management poster from CDC

- Handle with Care from VFC

Who is responsible for entering vaccines in ASIIS?

Enter vaccines in ASIIS

Day 3: Review CASA Review with Office Manager and staff

Compare results of chart audit with registry audit

Enter historical and previously administer immunization information in ASIIS

Educate staff on entering administer vaccines in ASIIS

Day 4: Lunch Meeting

- Injection Technique Video
- Multiple injections give on same day
- Contraindications to vaccines
- Immunization Schedule
- Immunization Administration Record
- VIS

Week 2: Review previous week

Complete input of historical immunizations

Educate staff about benefits of ASIIS

- Reminder/Recall
- VFC Log
- Vaccine Management
- Availability of information

Methods to achieve and maintain high immunization rates

- Special Clinics
- Walk-in immunizations
- Identify needed immunization prior to seeing the provider
- No physical prior to immunizations being given

Short Term Goals:

Attend “Learn at Lunch”

Trained to uses ASIIS

Immunization Conference

Enter all immunizations given into ASIIS by end of week (MA, Office Manager, Billing Office?)

Ensure that all offices receive information (how is incoming information shared with staff at same or different facilities?)

Long Term Goals:

Cloud Award

Significant decrease in wasted vaccine

All historical and current immunization data in ASIIS

VFC vaccine given appropriately

Follow-up:

Each month (week) for 6 months

Repeat CASA review in 6 months

Yearly visit (or sooner) to train new staff and review compliance by existing staff.